

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. FOR AND IN CONSIDERATION of a payment totaling the sum of \$16,500.00 (Sixteen thousand five hundred dollars), the receipt of which is hereby acknowledged, Plaintiffs Sarah Brown and Jason Nixon, hereby releases, acquits and forever discharges Brice Woolly, Anthony Manning, Kevin Norris, and the City of Ardmore, Oklahoma and its servants agents and employees, from any and all actions, causes of action, claims, demands, damages, costs, expenses, compensation, and attorney fees, existing as of the date of this Agreement, whether known or unknown, including but not limited to the claims asserted in the lawsuit styled Sarah Brown et al v. City of Ardmore, et al Case No.: CIV-14-397-RAW, in the United States District Court for the Eastern District of Oklahoma, hereinafter the "lawsuit".
2. It is understood and agreed that this Settlement is the compromise of disputed claims. The consideration offered in compromise and release is not to be construed as an admission of liability on the part of any party hereby released, but is intended solely to avoid litigation and buy their peace.
3. The executing parties further understand and agree that Defendant is forever released, acquitted and discharged from any and all potential causes of action, claims, liens, demands, damages, costs, and/or obligations arising out of this case or any parties to/associated with this case.
4. Upon satisfaction of all terms and conditions of this Agreement the parties mutually agree to execute the documents necessary to cause the Eastern District Court to dismiss, with prejudice, all claims brought in the lawsuit.
5. Plaintiff's agree to take the necessary steps to request the deletion of the following pages from the internet:
www.facebook.com/justice4cali
www.change.org/p/ardmore-police-department-justice-for-cali
www.gofundme.com/8q6u88
Defendants' acknowledge the Plaintiffs' do not control the actions of third parties which control the internet pages at issue, and that Defendants' remedy is limited to requiring Plaintiffs' to request removal in proper manner.
6. All parties declare and acknowledge that they have been represented by legal counsel in connection with the negotiation and execution of this Release. The parties further declare that they understand their rights, duties and obligations under this Release.
7. The terms of this Agreement shall inure to the benefit of, and be binding upon, the parties and their legal representatives, successors and/or assigns.

8. Any signatories to this Agreement hereby warrant that they have the authority to execute this Agreement and bind the respective parties.
9. Each party hereby represents and warrants that it has not transferred, conveyed, pledged, assigned or made any other disposition of the claimed rights, interests, demands, actions, or causes of action, obligations, or any other matter covered by this Agreement.
10. This Release contains the ENTIRE Agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.
11. The parties agree to not make any public statements regarding the settlement of the lawsuit. If contacted by any member of the press or media, the parties agree to simply confirm that "the lawsuit has been resolved" and not make any statements beyond the aforementioned statement. The parties agree to not disclose the amount of the settlement to the press or media, unless required to do so by order of a court or by virtue of a statutory requirement.
12. This Agreement shall be governed by, construed and interpreted in determining the rights of the parties hereto, in accordance with the laws of the State of Oklahoma.

All parties further state that they have carefully read the foregoing release and know the contents thereof, and sign the same freely.


Signed and sealed this 28 day of May, 2015.

By:


Sarah Brown, Plaintiff


Jason Nixon, Plaintiff

Approved as to form and content:


Larry Simmons, Attorney for the Plaintiffs


Scott B. Wood, Attorney for Defendants

GENERAL RELEASE AND SETTLEMENT AGREEMENT

21st This General Release and Settlement Agreement ("Agreement") is entered into this day of January, 2014, by and between Barry Antwine ("Employee"), and all persons acting by or on his behalf, and the City of Ardmore ("City").

WHEREAS, Employee filed a charge of discrimination with the Equal Employment Opportunity Commission arising out of his employment with the City, Charge No. 564-2013-0119; and

WHEREAS, the Employee and the City mutually agreed to voluntarily participate in mediation of the charge before the Equal Employment Opportunity Commission, which final mediation session was held on January 21, 2014; and

WHEREAS, Employee has retained an attorney to review his rights under the law and the parties' relationship and this Agreement; and

WHEREAS, Employee and City desire to settle fully and finally all claims and issues, known or unknown, encompassed within the Charge of Discrimination or arising out of or related in any way to his employment with the City, including his claim that he was wrongfully denied a promotion to Sergeant in October of 2012; *me*

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, it is agreed as follows:

1. Employee, Barry Antwine, for and in consideration of the total sum of \$14,500.00, allocated as follows: \$10,875.00 payable to Barry Antwine for personal injuries and bodily harm and \$3,625.00 to the firm of James R. Moore & Associates for attorney fees and costs, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby now and forever release and discharge the City, and all present or former City Commission members, officers, agents, servants, attorneys or employees of the City, from any and all claims, suits, demands, causes of action or complaints, of whatsoever kind or nature, whether known or unknown, and whether asserted or unasserted, including, but not limited to, claims for the recovery for personal injuries, medical expenses, pain and suffering, loss of income/wages, loss of benefits, attorney fees, costs or any other relief arising out of or related to his employment with the City. It is specifically understood by and between the parties that, except as specifically set forth in paragraph 2 below, this Agreement is intended to cover all current actions, as well as the right of the Employee to file any future action, against the City, or any present or former City Commission members, officers, agents, servants, attorneys or employees of the City, for any claim, loss or injury arising prior to the date of this Agreement.

2. As a full time, permanent certified police officer with the City, Employee is covered by the terms and conditions of any Collective Bargaining Agreement (CBA) entered into between City and the Fraternal Order of Police, Lodge No. 108 (FOP). Article Twenty-two of the

CBA is entitled "Promotion Procedures." Among other things, it addresses promotions to the rank of Sergeant. The FOP has agreed that Barry Antwine should be promoted to Sergeant and that his promotion should be retroactive to October 6, 2012. A Memorandum of Understanding outlining the agreement by and among the City, the Employee and the FOP regarding the promotion of Barry Antwine to the rank of Sergeant, retroactively, is attached hereto as Exhibit "1." In the event that all parties to the MOU execute the same, Barry Antwine will be entitled to be promoted to the rank of Sergeant, such promotion to be effective as of October 6, 2012, and will be entitled to back pay at the rank of Sergeant at a rate of pay consistent with the terms of the CBA and the pay plan encompassed therein for the period of time from October 6, 2012, to the date the MOU becomes effective. The back pay will be in addition to the compensation set forth in paragraph 1 above. The back pay will be subject to all appropriate withholdings and deductions.

3. Employee represents, agrees and covenants that, except for the charge of discrimination listed above, he has not and will not file any other complaints or charges against City, or any present or former City Commission member, officer, agent, servant, attorneys or employee of the City, with any state or federal agency or court at any time hereto arising out of any action which occurred prior to the date of this Agreement.

4. Employee acknowledges and agrees that the sum paid directly to him under paragraph 1 of this Agreement relates to all claims he has asserted against the City, specifically his claims for personal injury and bodily harm. He agrees to indemnify the City in the event it is determined by any agency or court of competent jurisdiction that any taxes or withholdings are due on any amount paid directly to him hereunder.

5. This Agreement constitutes the settlement of disputed claims. The agreement of the City to settle under the terms and conditions of this document does not constitute an admission of any violation of any provision of any state or federal law, including, but not limited to, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. The parties specifically agree that for the purposes of any provision of any state or federal law, no party shall be deemed the prevailing party in this action. This Agreement shall not be construed, in any way, as an admission by the City of any wrongful acts whatsoever against the Employee and the City specifically disclaims any liability to the Employee or any other person.

6. Each party acknowledges that such party may hereafter discover facts different from or in addition to those such party now knows or believes to be true with respect to the matters released herein and each party agrees that the releases and agreements contained herein shall remain effective in all respects notwithstanding such different or additional facts. It is intended hereby to fully and forever settle and release such matters and all claims relative thereto which do now exist, may exist, or heretofore have existed in favor of Employee. In furtherance of such intention, the releases and agreements given herein shall remain in effect as full and complete releases of such matters notwithstanding the discovery or existence of such additional facts.

7. For good cause shown and to the extent authorized by law, Employee and his counsel represent and agree that they will keep the amount paid in settlement hereunder confidential.

Employee and his counsel agree that they will not disclose to anyone, including any past, present or prospective employees or applicants of the City, the monetary terms of this settlement. Nothing in this article shall be deemed to prohibit disclosure by Employee as required by law including disclosure to the Internal Revenue Service and/or the Oklahoma Tax Commission.

8. Employee warrants and represents that he has not assigned or transferred, nor has he attempted to assign or transfer, to any person or entity any right or claim asserted by him contained in the above referenced charge of discrimination or any part or portion thereof except for any assignment pursuant to lien that he had made to his attorney for payment of fees and costs.

9. Employee and his counsel, Douglas D. Vernier and Firm of James R. Moore & Associates, acknowledge that by executing this document, they have waived any claim to recover any attorney fees or costs from the City under any provision of any federal or state statute governing the award of attorney fees or costs. Employee and his counsel acknowledge that Employee shall be solely responsible for compensating his counsel for all fees and costs incurred for any services performed in prosecuting the above charge of discrimination and in all other claims, causes of action or administrative proceedings between Employee and the City.

10. Employee acknowledges that he is of lawful age and is legally competent to execute this Agreement and that he has fully informed himself of the provisions thereof and has discussed the same with his counsel. In entering into this Agreement, Employee represents that he is not under any economic compulsion or coercion and that the execution of this document is a voluntary act done with full knowledge of its content and meaning. Employee further represents and acknowledges that he is not relying and has not relied upon any representations or statements by the City, or any of its City Council members, officers, representatives, agents, employees or attorneys with regard to the terms and effect of this Agreement, except as specifically set forth herein.

11. The parties acknowledge and agree that this Agreement is conditioned upon the Equal Employment Opportunity Commission accepting the terms of the Agreement and allowing the charge of discrimination referenced above to be withdrawn. Employee agrees to execute any such documents and to take such other action as may be necessary to insure that the charge of discrimination is withdrawn and the file of the Equal Employment Opportunity Commission with reference to the same be closed. The obligation of the City to pay the sum set forth above is conditioned upon the agreement of the Equal Employment Opportunity Commission to close its file on this matter.

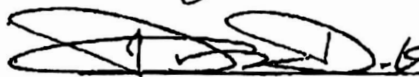
12. The parties to this Agreement acknowledge that the promotion and back pay portion of the total Agreement as addressed in the attached MOU is contingent upon the FOP agreeing to the terms of the MOU and executing the same. In the event that the FOP refuses to execute and abide by the MOU, the parties agree that the rest of this Agreement and Release will remain in full force and effect.

13. The parties agree that this Agreement may be used as evidence in any subsequent legal proceeding in which it is alleged that a breach of the conditions contained herein have occurred.

14. This Agreement will be interpreted, enforced and governed in all respects by and under the laws of the State of Oklahoma. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions will not be impacted thereby, and said illegal or invalid part, term or provision will be deemed not to be part of this Agreement. This Agreement may be executed in one or more counterparts, each of which when so executed will be deemed to be an original and all such counterparts together shall constitute but one and the same instrument. This Agreement will be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, employees and agents of the parties hereto to the extent permitted by law.

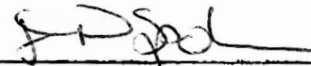
Dated this 21st day of January, 2014.


Barry Antwine, Employee


Douglas D. Vernier
James R. Moore & Associates
301 N.W. 63rd Street, Suite 550
Oklahoma City, Oklahoma 73116
(405) 843-9675
Attorney for Employee



City of Ardmore

By: 
J.D. Spohn
City Manager

Attested by
 Kenneth L. Campbell, City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 21st day of January, 2014, by and among Barry Antwine, and all persons acting by or on his behalf, the City of Ardmore (City), and the Fraternal Order of Police, Lodge No. 108 (Lodge 108), individually and on behalf of its members.

The parties to this MOU agree as follows:

1. City and Lodge 108 have, for many years, entered into collective bargaining agreements (CBA) pursuant to the terms of the Oklahoma Fire and Police Arbitration Act, 11 O.S. §51-101, including, but not limited to, CBAs for FY 2011-2012; 2012-2013 and 2013-2014.
2. As a full time, permanent member of the Ardmore Police Department, Barry Antwine is covered by the CBA.
3. Article Twenty-two of the CBA is entitled "Promotion Procedure." Among other thing, it addresses the eligibility and process for promotion to the rank of Sergeant. Section 22.1(h) of Article Twenty-two states:


The top five (5) applicants will constitute the promotion list. All promotions will be made from the promotion list, top to bottom. The promotion list shall be valid for a period of one (1) year, at the end of which, it shall expire.

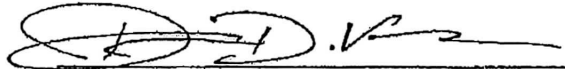
4. Barry Antwine tested for the rank of Sergeant in the Fall of 2011. He ranked first on the promotion list dated October 7, 2011. Pursuant to Section 22.1(h) of Article Twenty-two of the applicable CBA, the list was valid for one year, or through October 7, 2012.
5. In the Fall of 2012, prior to the expiration of the promotion list for Sergeant applicable to Barry Antwine, Sergeant Randall Williams notified the then Chief of Police, Keith Mann, of his desire to resign from the Ardmore Police Department.
6. Barry Antwine was not promoted following the resignation of Sergeant Randall Williams. The promotion list on which Antwine was ranked first subsequently expired without Barry Antwine being promoted.
7. In the Summer of 2013, Barry Antwine notified the City that he had not been aware of any possible issues surrounding the timing of the notification by Sergeant Williams of his intention to resign and his actual resignation date. As such, Barry Antwine asserts that he was not aware of the impact, if any, of the sequence of

events related to the resignation of Sergeant Williams on his failure to be promoted to the rank of Sergeant while the promotion list on which he ranked second was in existence.

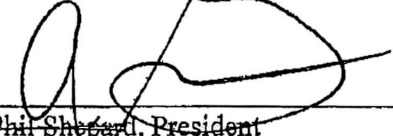
8. After reviewing the factual background of the events occurring in the Fall of 2012, the parties to this MOU mutually agree that it is both appropriate and consistent with the spirit of Article Twenty-two of the CBA that Barry Antwine be promoted to the rank of Sergeant. The effective date of his promotion will be the date of October 6, 2012. The parties acknowledge and agree that Barry Antwine will be entitled to back pay from October 6, 2012, through the date of this MOU.
9. The parties further agree that, for the purpose of calculating seniority pursuant to the terms of the CBA or City policy, the date for calculating Barry Antwine's seniority as a Sergeant will be October 6, 2012.
10. The City and Lodge 108 acknowledge and agree that the promotion of Barry Antwine to the rank of Sergeant will not impact the current promotion list for the rank of Sergeant under Article Twenty-two, Section 22.1(h) and will not reduce the number of persons eligible to be promoted to Sergeant during the time remaining on the list.
11. The City and Lodge 108 agree that upon the promotion of Barry Antwine to the rank of Sergeant, no other person will become eligible to fill his slot as Sergeant in the event that Barry Antwine is promoted further, or if he is demoted, resigns, retires or is terminated from the Ardmore Police Department.
12. The City and Lodge 108 agree that any position of Sergeant that becomes available in the future, with the exception of Barry Antwine's Sergeant's position, will be filled pursuant to the terms of the then applicable collective bargaining agreement.
13. Lodge 108 agrees that it is authorized to enter into this MOU on its own behalf and on behalf of its members and acknowledges and agrees that its members will be bound by the terms of this MOU.
14. This MOU is entered into to resolve facts unique to the situation involving Barry Antwine. As such, it has no precedential value and may not be used in any further proceedings between the City and Lodge 108 or any of its members.

Dated this 21 day of January, 2014.

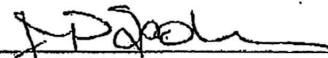

Barry Antwine


Douglas D. Vernier
James R Moore & Associates
301 N.W. 63rd Street, Suite 550
Oklahoma City, Oklahoma 73116
Attorney for Barry Antwine

FRATERNAL ORDER OF POLICE,
LODGE NO. 108


Phil Shepard, President
Audio See

CITY OF ARDMORE


J.D. Spohn
City Manager



Attested by
Kenneth L Campbell, City Clerk